

RECORDATION NO. 27036-II FILE

APR 04 '08 -9 0 0 AM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

April 4, 2008

Anne K. Quinlan, Esq.
Acting Secretary
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale and Assignment and Assumption Agreement, dated as of April 2, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Release being filed with the Board under Recordation Number 27036-HH.

The name and address of the party to the enclosed document are:

| | |
|-----------|--|
| Assignor: | TRIP Rail Leasing LLC 2525 Stemmons Freeway Dallas, Texas 75207 |
| Assignee: | Trinity Tank Car, Inc. 2525 Stemmons Freeway Dallas, Texas 75207 |

Anne K. Quinlan, Esq.
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A description of the railroad equipment covered by the enclosed document is:

30 railcars: TILX 262264 - TILX 262283 and TILX 291153 - TILX 291162.


A short summary of the document to appear in the index is:

Bill of Sale and Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$35.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', followed by a horizontal line.

Robert W. Alvord

RWA/sem
Enclosures

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SURFACE TRANSPORTATION BOARD

**BILL OF SALE
AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

TRIP RAIL LEASING LLC, a Delaware limited liability company ("TRIP"), in consideration of the Purchase Price set forth on Schedule A and other good and valuable consideration given by TRINITY TANK CAR, INC., a Delaware corporation (the "Company"), at or before the execution and delivery of these presents, and receipt of which is hereby acknowledged, does hereby (i) grant, bargain, sell, transfer, assign and set over unto the Company and its successors and assigns all right, title, and interest of TRIP, in and to (x) certain Railcars set forth on Exhibit A (the "Railcars") and (y) the Leases related thereto set forth on Exhibit B (the "Leases") and (ii) assign all of its right, title and interest in and to all warranties or representations made or given to TRIP with respect to the Railcars by the manufacturer thereof. The Company hereby assumes, and agrees it is unconditionally bound in respect of, as of the date hereof, all duties and obligations of TRIP under the Leases. The parties hereto acknowledge that this document memorializes a rescission by TRIP of the original transfer of the aforementioned Railcars and Leases from the Company to TRIP pursuant to Section 4.9 of the Purchase and Sale Agreement (as defined below).

To have and to hold all and singular the rights to the Railcars and the Leases to the Company and its successors and assigns for their own use and behalf forever.

TRIP hereby warrants to the Company and its successors and assigns that, at the time of delivery of the Railcars and the assignment and assumption of the Leases, TRIP has legal and beneficial title thereto and good and lawful right to sell the Railcars and to assign the Leases, and the Railcars and the Leases are free and clear of all Liens created by, through or under TRIP (other than Permitted Liens, excluding the Liens granted by TRIP to the Collateral Agent).

Terms used herein with initial capital letters and not otherwise defined shall have the respective meanings given thereto in the Purchase and Sale Agreement dated as of August 23, 2007, by and between TRIP and the Company.

This Bill of Sale and Assignment and Assumption Agreement shall be governed by the laws of the State of New York (including without limitation, Section 5-1201 of the General Obligations Law of the State of New York), without regard to conflicts of laws principles.


[signature page follows]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by a duly authorized officer as of the 2nd day of April, 2008.



TRIP RAIL LEASING LLC

By: TRIP Rail Holdings LLC,
its Managing Member

By: Trinity Industries Leasing Company, its
Manager

By: 
Name: Eric R. Marchetto
Title: Vice President

TRINITY TANK CAR, INC.

By: 
Name: James E. Perry
Title: Treasurer 

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF DALLAS

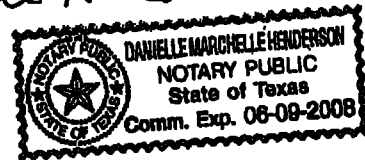
BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared Eric R. Marchetto, who upon oath, acknowledged himself to be a vice president of TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation, and that he as such officer being authorized to do so, executed the foregoing Bill of Sale and Assignment and Assumption Agreement for the purposes therein contained by signing the name of the Delaware corporation by himself as such officer of Trinity Industries Leasing Company.

WITNESS my hand and official seal this 2nd day of April, 2008.

MY COMMISSION EXPIRES: 6/9/08

Notary Public
Danielle Henderson

 DANIELLE MARCHELLE HENDERSON
 NOTARY PUBLIC
 State of Texas



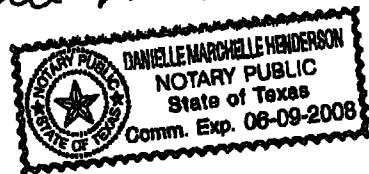
STATE OF TEXAS)
COUNTY OF DALLAS)

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared James E. Perry, who upon oath, acknowledged himself to be Treasurer of TRINITY TANK CAR, INC., a Delaware corporation, and that he as such officer being authorized to do so, executed the foregoing Bill of Sale and Assignment and Assumption Agreement for the purposes therein contained by signing the name of the Delaware corporation by himself as such officer of Trinity Tank Car, Inc.

WITNESS my hand and official seal this 2nd day of April, 2008.

MY COMMISSION EXPIRES: 6/9/08

Notary Public
Danielle Henderson
 DANIELLE MARCHELLE HENDERSON
 NOTARY PUBLIC



SCHEDULE A
to Bill of Sale and Assignment and Assumption Agreement

PURCHASE PRICE

The parties consider the Purchase Price confidential and it is omitted from any filing of this Bill of Sale and Assignment and Assumption Agreement with the Surface Transportation Board or the Office of the Registrar General of Canada.

EXHIBIT A

to Bill of Sale and Assignment and Assumption Agreement

RAILCARS

| <u>ID</u> | <u>Asset Mark</u> |
|------------------|--------------------------|
| 1 | TILX291153 |
| 2 | TILX291154 |
| 3 | TILX291155 |
| 4 | TILX291156 |
| 5 | TILX291157 |
| 6 | TILX291158 |
| 7 | TILX291159 |
| 8 | TILX291160 |
| 9 | TILX291161 |
| 10 | TILX291162 |
| 11 | TILX262264 |
| 12 | TILX262265 |
| 13 | TILX262266 |
| 14 | TILX262267 |
| 15 | TILX262268 |
| 16 | TILX262269 |
| 17 | TILX262270 |
| 18 | TILX262271 |
| 19 | TILX262272 |
| 20 | TILX262273 |
| 21 | TILX262274 |
| 22 | TILX262275 |
| 23 | TILX262276 |
| 24 | TILX262277 |
| 25 | TILX262278 |
| 26 | TILX262279 |
| 27 | TILX262280 |
| 28 | TILX262281 |
| 29 | TILX262282 |
| 30 | TILX262283 |

EXHIBIT B

to Bill of Sale and Assignment and Assumption Agreement

LEASES

1. Ten (10) units identified with marks TILX 291153 – 291162 leased pursuant to Rider Two (2) to that certain Railroad Car Lease Agreement dated July 19, 2006 between Trinity Industries Leasing Company and Canbra Foods, Ltd.
2. Twenty (20) units identified with marks TILX 262264 – 262283 leased pursuant to Rider Two (2) to that certain Railroad Car Lease Agreement dated November 14, 2006 between Trinity Industries Leasing Company and Transit P.M. Inc

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 4/4/08



Robert W. Alvord